

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 7, 2014

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

PRESENT: Gary Daly and Ben Harrison. Absent: Steve Turner and James W. "Bill" Latimer due to surgeries. Stanley Menefee, Chairman presided.

The meeting began with the Pledge of Allegiance.

MOTION was made by Gary Daly and seconded by Ben Harrison to approve the minutes of June 16 & July 2, 2014.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to approve the following claims

6/19/14	Check # 28905	\$ 34,728.00
6/20/14	Check # 28906 – 28971	\$ 556,720.27
6/21/14	Check # 28972	\$ 18,366.48
6/22/14	Check # 28973	\$ 1,500.00
6/26/14	Check # 28974 – 29066	\$ 837,322.80
6/27/14	Check # 29067 – 29089	<u>\$ 571,160.88</u>
	TOTAL	\$2,019,798.43

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to authorize the Chairman to execute the following Routine Cleanup Agreement with the Tennessee Valley Authority (pay County \$5,000.00 per year).

ROUTINE CLEANUP AGREEMENT TENNESSEE VALLEY AUTHORITY

This agreement ("Agreement") is entered into by and between the Tennessee Valley Authority ("TVA"), an agency and instrumentality of the United States government, and Limestone County, Alabama ("County") a county government entity, and is effective as of July 1, 2014 ("Effective Date"). TVA and County may be referred to individually as "Party" and collectively as the "Parties."

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WHEREAS, the Parties have a mutual interest in the lawful use and maintenance of TVA lands;

WHEREAS, the County is willing to use its litter crew to perform routine cleanup of certain TVA sites located in Limestone County, Alabama;

WHEREAS, Parties agree that County's clean-up efforts are beneficial to TVA's program interests and enhance the public's experience on TVA lands;

IN CONSIDERATION of the foregoing, the Parties hereby agree as follows:

I. SCOPE OF SERVICES

County shall conduct litter removal (remove trash bags and pick up litter left on the ground) on TVA lands located in Limestone County for the duration of this Agreement and ensure collected materials are properly disposed of in accordance with federal, state and local laws/ordinances, as applicable ("Work").

TVA will pay County \$5,000.00 per year for Work occurring at 9 sites listed in Attachment A at least one time per month. As directed by TVA, any site with unusual activity or excess trash may need to be picked up bi-monthly. County will maintain records of work dates and activities completed and submit information related to Work efforts in accordance with Section II, Payment and Invoicing below.

TVA will provide garbage bags, gloves and trash grabbers reasonably necessary to perform the Work to the County. TVA will also supply maps with the locations of known dump sites on TVA property. There may occasionally be other sites on TVA property in Limestone County not specifically listed in Attachment A which will need to be picked up. TVA will notify the County and give exact locations for these sites for cleanup. The County will be responsible for any additional equipment needed and for disposal of materials collected (such as a trailer to haul trash picked up).

II. PAYMENT AND INVOICING

In consideration of the performance of the Work, TVA will pay County in an amount not to exceed Five Thousand Dollars (\$5,000) each calendar year after submission of the annual report required below. For the first year, County may invoice TVA \$2,500 upon the execution of the Agreement and \$2,500 after the submission of the annual report required below.

County must submit a report on an annual basis for the duration of this Agreement to TVA by July 1 of each year. County shall submit all reports to the TVA Contract Technical Steward. At a minimum, each report must include the following details:

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- Agreement Number _____;
- Dates when trash collections occurred;
- Total number of visits performed by the County in the prior year;
- Number of trash bags collected or an approximate total weight of trash collected;
- Estimate of supplies needed for upcoming season (gloves, trash bags, or trash grabbers);
- Occurrences of any large or unusual items collected such as appliances, tires, or discarded building supplies;
- In the case of vandalism or unlawful materials discovered during performance of the Work, County shall notify TVA immediately (i.e. signs torn down, remnants of illegal drug manufacture or an environmentally hazardous spill has occurred.) so that appropriate actions can be taken as needed.

To the extent County fails to provide the above details or incomplete or inaccurate information, TVA may appropriately reduce the annual amount owed to County.

III. TERM

The term of this Agreement shall begin upon the Effective Date and terminate on July 1, 2018, unless otherwise agreed to in writing by the Parties.

This Agreement may be terminated by either Party by providing written notice to the other Party specifying the date of termination not less than thirty (30) days prior to the termination date therein specified. Should the County terminate this Agreement prior to the expiration, it shall refund TVA a pro-rated amount of any monies paid to County prior to such termination.

IV. NOTICE AND OPERATION CONTACTS

All notices, demands, requests and other communications required or permitted hereunder shall be in writing and delivered in person or by e-mail (with confirmation of receipt) or U.S. mail, registered or certified, postage fully prepaid, return receipt requested and shall be addressed to each Party as follows:

For TVA:

Contact Name	Title	Email	Phone	Address
Vicki Clark	TVA Contracts Manager	vlclark0@tva.gov	(423) 751-7083	1101 Market Street, LP 4T-C Chattanooga, TN 37402

Contact Name	Title	Email	Phone	Address
John Grinstead	TVA, Contract Technical Steward	jhgrinstead@ tva.gov	(256)386-3936	MPB1H Muscle Shoals, AL 35662

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For County:

Contact Name	Title	Email	Phone	Address
Ben Harrison	County Commissioner District 4	Ben.harrison@limestonecounty-al.gov	(256) 233-6400	310 W. Washington St. Athens, AL. 35611

Either Party may change any of its addresses and designated contacts listed above by sending a signed written notice thereof to the other in accordance with the above notice requirements.

V. AGENCY/EMPLOYMENT

Neither Party shall be considered an agent or employee of the other Party.

VI. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION COMPLIANCE

This Agreement incorporates by reference the following regulatory provisions, which, to the extent applicable to this Agreement or the Work, apply as if they were set forth in their entirety in this Agreement, and are available at the supplier.tva.gov website under "Clauses Incorporated by Reference."

Affirmative Action and Equal Opportunity; Asbestos Containing Materials; Officials Not to Benefit.

VII. INSURANCE REQUIREMENTS

Licensee shall at its own expense, provide and maintain throughout the term of this agreement, Commercial General Liability insurance, occurrence form, with combined single limit of not less than One Million Dollar (\$1,000,000).

VIII. FINANCIAL INTEREST

County certifies that it has no undisclosed financial or other interest that would conflict with or affect the full and faithful performance of Work.

IX. MISCELLANEOUS

This Agreement shall be governed and construed under Federal law, provided that if Federal law does not provide a rule of decision, the laws of the State of Tennessee shall apply, excluding Tennessee's choice of law provisions. All obligations hereunder are to be performed in accordance with this Agreement, including attachments hereto, which are hereby incorporated by reference.

County shall not assign or otherwise transfer this Agreement or any obligations, interests, rights and/or responsibilities herein for any purpose without the prior written consent of TVA.

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This Agreement conveys no property rights, interest or estate in land or title to real property, grants no exclusive license and in no way restricts the general public's privilege of using TVA's property. County understands that hunting, fishing and camping are compatible uses for public property and that it cannot restrict the public from engaging in those or any other activities on TVA public lands, subject to compliance with state and local laws and TVA rules, regulations, guidelines or policies.

It is understood and acknowledged that this Agreement is in no way a third-party beneficiary agreement. It is entered into solely to regulate the relationship between TVA, the United States of America, and County with respect to the matters addressed herein. The Parties do not intend it to create any obligations to any third parties, which are enforceable by such parties.

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom it is asserted and shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

This Agreement is as a final expression of the Parties' agreement and as a complete and exclusive statement of its terms and supersedes any oral or other agreement between the Parties with respect to the subject matter hereof. This Agreement may not be modified, altered, or changed except by a written amendment signed by the parties.

This Agreement may be executed in one of more counterparts, each of which is an original, and all of which constitute only one Contract between the Parties. Counterparts or this Agreement may be delivered by email.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives. .

ATTACHMENT A

Trash and Litter Sites in Limestone County

The Wildlife Management Areas maintained by ADCNR are not maintained by TVA and will not be included with the sites for trash and litter pickup by Limestone County. There are approximately nine sites on TVA property that are known sites with activity. Most of these sites are currently in fair shape. If we get a call concerning other areas/dump sites on TVA property in Limestone County we will contact you with the location however in my experience public reporting of new dump sites has been rare.

I don't really anticipate any additional sites however it could be possible that if we get a one-time cleanup needed at a site other than those listed we might could drop one of the once a month visits (on one of listed sites that has been relatively clean or low priority) and temporarily substitute a new site.

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The following are the sites that TVA is aware of in Limestone County:

1. Fish Hatchery Boat Ramp on Elk River. (High Priority)
2. Buck Bridge North (High Priority)
3. Buck Bridge South (High Priority)
4. Marbut Bend Boardwalk (High Priority) (currently in planning construction stage)
5. Grigsby Ferry (High Priority)
6. Lentzville Road first pull off SW of Elk River Mills Bridge (Medium Priority)
7. Shoemaker Spring pull offs (also on Lentzville Road) (Medium Priority)
8. Elk River Recreation Area end of Snake Road near the Pointe. (High Priority)
9. Round Island (Hatchett Road pull offs and bank fishing areas to the West of the paved part and to the end of the gravel road). Also field road off to the left prior to the end of Bethlehem Road (We have blocked off access at the end of Bethlehem Road) Field road impassable when wet so only go to the Bethlehem Road area when dry. Might also check along Huntsville Road around the bridge but should not be much trash here. (Medium Priority)

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to authorize the Chairman to execute an agreement between Keet Consulting Services, LLC and the Athens-Limestone GIS Consortium for services to create and install a Web GIS system whereby data from all members of the consortium can access data over the internet.

Cost to Limestone County	Year 1 & 2	\$5,685.00/year
	Year 3	\$3,691.00/year

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to authorize the Chairman to execute the following agreement with the Athens-Limestone Hospital for Kidney Dialysis Van FY15, \$30,890.00.

STATE OF ALABAMA LIMESTONE COUNTY

OUTSIDE AGENCY SERVICE CONTRACT AGREEMENT

Agreement made and entered into on the **4th** day of **February, 2008**, by and between Limestone County Commission, Alabama, hereinafter called the "County" and the Athens/Limestone Hospital hereinafter called the "Contractor" and the same witness:

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1. The term of this agreement shall be for one year, commencing on the **1st** day of **October, 2014**, and expiring on the **30th** day of **September, 2015**. The contract may be renewed in succeeding years for periods of one year per renewal by and through a proposal/request of the Contractor to provide specified services to the County, and by consent of the County to accept said services with payments made from funds appropriated by the governing body of the County.

2. The County agrees to pay to Contractor the total sum of \$30,890 payable in quarterly payments.

3. In consideration of the payment of the above sum, the Contractor will provide the following services during the term of this agreement: Contractor will operate a program whereby a hospital driver will transport desiring county residents who are kidney dialysis patients to a local dialysis center at no charge to the patients. Contractor will coordinate with the City of Athens regarding the operation of the bus involved in the transportation.

4. The intent of this agreement is that the Contractor is an independent Contractor and not an employee of the County and Contractor agrees to indemnify the County against any losses by reason of any claim by any party for injuries or damages arising out of the performance by Contractor under the herein agreement including the cost of any attorney fees expended by the County in defense of any such claims.

5. All costs, fees, licenses, etc., that are required by law of the Contractor to carry out the provisions of the herein agreement shall be at the sole expense of Contractor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 7th day of **July, 2014**.

Chairman, Limestone County Commission

David Pryor, President
ATHENS/LIMESTONE HOSPITAL
700 West Market Street
Athens, AL 35611

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to Suspend the Rules of Order to add a budget revision to the agenda.

The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

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MOTION was made by Ben Harrison and seconded by Gary Daly to approve the following budget revision:

Department	Account Number	Title of Line Item	Amount
Council on Aging	102-41110	Ad Valorem Tax	- \$15,000.00
	102-56200-272	Insurance on Motor Vehicle	+\$15,000.00

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to award the following bid proposals to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded To	Amount
2494	Gasoline & Diesel (July 11 – Oct. 11, 2014)	W. H. Thomas Oil	\$0.18 gallon
2495	Hydraulic Mini-Excavator (District 3)	Warrior Tractor Co. 2013 John Deere 85D 250 hours on machine	Cost: \$113,000.00 Trade in:\$113,000.00 Cost to County:\$0.00

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to employ Sharon Evans Davis as a Homemaker at Council on Aging.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Gary Daly and seconded by Ben Harrison to approve the following merit increases, which are included in the base pay and cost of living pay as listed below.

Name	Position	Effective Date
Michael Boyles	School Resource Officer	7/05/14
Michelle Burns	Appraisal Clerk	7/21/14
Jamie Ezell	Appraisal Clerk	7/25/14
Teresa Hall	Real Property Appraiser II	7/07/14
Jonathan Hardiman	Deputy	7/18/14

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James Hargrave	Seasonal Grounds Keeper	7/17/14
Rhonda Long	Nutrition Site Manager	7/21/14
Gary McNatt	Lieutenant	7/18/14
John Moore	Corrections Officer	7/01/14
Justin Romine	Equipment Operator III	7/05/14
William Russell	Equipment Operator III	7/18/14
Maggie Settle	Corrections Officer	7/11/14

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to make the following inventory changes:

Remove the following equipment from inventory:

Department	Item	Inventory #
Emergency Management	Whelen Siren #1001	4402
Information Technology	Dell Power Edge 1950 EMU01	10006
Information Technology	Cisco MCS-7800 Series Server	4667
Courthouse	Merlin Telephone	1464
Courthouse	Merlin Telephone	1465
Courthouse	Merlin Telephone	1534

Sell the following on GovDeals:

Department	Item	Inventory #
District 1	Ditcher	3966
District 1	Econoline Trailer	4855
District 1	Ford 8000	94002404
District 1	1985 Ford F700	99532100
District 2	1984 Dodge D350	9204000

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to approve the following Change Order Request for the Jail Expansion Project:

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Planned sewer line from the mechanic shop building to the southeast manhole would have less than 1% slope.

- Premier Structures, Inc: furnish and install grinder pump for mechanic's shop and tie into sewer line; \$4,081.00
- Veep Electric Service, Inc: install dedicated 120 volt circuit for grinder pump behind repair shop; \$541.31

Relocate existing conduits from the building pad area.

- Veep Electric Service, Inc: repair existing conduits to antenna array shed, provide and install new cable from communication room to antenna array shed; \$5,540.24
- Premier Structures, Inc: equipment and labor to relocate existing conduits under new building pad; \$8,197.20

To raise three existing manholes that would be underground after final grade is established.

- Premier Structures, Inc: equipment and labor to raise three existing sewer manholes; \$3,029.40

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Gary Daly to approve Great Southern Engineering, Inc. to provide Phase 1 Environmental Site Assessment for Tennessee Valley Wholesalers Property on Pryor Street, \$1,800.00.

The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

Chairman Menefee announced a public hearing on August 18, 2014 to consider request of Marsha Warner to vacate the portion of Hampton Lane that lies south of Lot 12 of the Hampton Lee Acres No. 2 Subdivision, as recorded in Plat Book F. page 76 in the Office of the Judge of Probate of Limestone County.

MOTION was made by Ben Harrison and seconded by Gary Daly to approve the following road improvement project in District 4.

Road Name	Length in miles	Width in feet	Note	Cost
Elk River Mills Road from Highway 99 to Tillman Mill Road	0.33	22	Plant Mix	\$35,000.00

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The Chairman asked if there was any discussion. There was no discussion. The Chairman called the roll. Gary Daly, aye; and Ben Harrison, aye. Motion carries unanimously.

Recessed at 10:17 a.m. until 10:00 a.m. on Wednesday, July 16, 2014, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.